IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

Inland Diamond Products Co., *Plaintiff,* v. **Hoya Optical Labs of America, Inc., d/b/a HOYA Vision Care, N.A.,** *Defendant.*	**Civil Action No. 2:17-cv-416** **JURY TRIAL DEMANDED**

COMPLAINT FOR PATENT INFRINGEMENT AND DEMAND FOR JURY TRIAL

Plaintiff Inland Diamond Products Co. ("Inland Diamond"), for its Complaint against Hoya Optical Labs of America, Inc., allege as follows.

PARTIES

1. Plaintiff Inland Diamond is a Michigan corporation having a principal place of business at 32051 Howard, Madison Heights, MI 48071.

2. Upon information and belief, Defendant Hoya Optical Labs of America, Inc. d/b/a HOYA Vision Care, N.A., ("Hoya") is a corporation with its principal place of business at 651 E. Corporate Drive, Lewisville, Texas 75057.[1]

[1] Allegations made on information and belief, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

3. Upon information and belief, Defendant Hoya makes and/or has made, offered for sale, and sells through the Internet and brick-and-mortar outlets, numerous eyeglasses throughout the United States, including in this judicial district of Texas.

JURISDICTION AND VENUE

4. This action arises under the patent laws of the United States of America, 35 U.S.C. § 1, et seq.

5. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. This Court has personal jurisdiction over Defendant Hoya because:

a. Defendant Hoya has its principal place of business in Lewisville, Texas, and thus has systematic and continuous contacts with and conducts business in this District;

b. Defendant Hoya, upon information and belief, has committed acts of patent infringement in Texas, including at least making, selling, and/or offering for sale infringing eyeglass products having lenses made from plastic lens material and wire frames (the "Accused Eyeglass Products"), in this District through bricks and mortar outlets and through the Internet; and

c. Defendant Hoya regularly places its products, including Accused Eyeglass Products, within the stream of commerce, with the knowledge and/or understanding that such products will be sold in this District.

d. Additionally, upon information and belief, Defendant Hoya is amenable to litigating in this forum based on the past conduct of Defendant Hoya in bringing suit in this District.

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 (b) and (c) and § 1400(b).

THE PATENTS

8. On January 28, 2014, U.S. Patent No. 8,636,360 ("the '360 Patent"), titled "Beveling Wheel, Method for Forming a Beveled Lens for Use with Eyeglasses and a Beveled Lens," was duly and legally issued by the United States Patent and Trademark Office ("USPTO") naming Ronald C. Wiand as the inventor. A copy of the '360 Patent is attached as Exhibit A.

9. Plaintiff Inland Diamond is the sole owner of the '360 Patent by assignment.

10. On August 2, 2016, U.S. Patent No. 9,405,130 ("the '130 Patent"), titled "Beveling Wheel, Method for Forming a Beveled Lens for Use with Eyeglasses and a Beveled Lens," was duly and legally issued by the USPTO naming Ronald C. Wiand as the inventor. A copy of the '130 Patent is attached as Exhibit B.

11. Plaintiff Inland Diamond is the sole owner of the '130 Patent by assignment.

COUNT I – PATENT INFRINGEMENT OF U.S. PATENT NO. 8,636,360

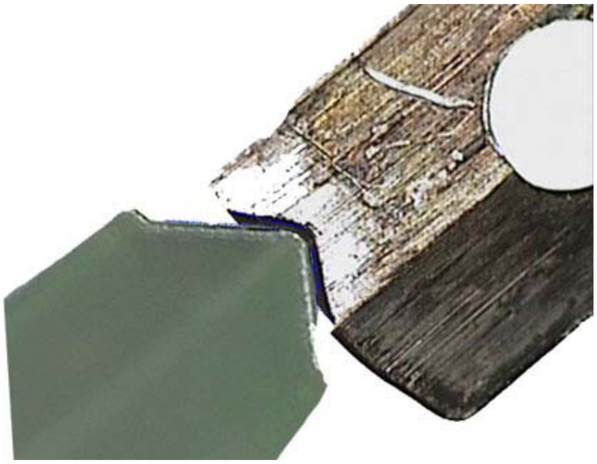
12. Plaintiff Inland Diamond incorporates by reference the averments set forth in paragraphs 1 through 12.

13. Defendant Hoya has directly infringed, literally and/or under the doctrine of equivalents, at least claims 1, 2, 3, 6, and 7 of the '360 Patent in Texas and elsewhere by, upon information and belief, at least making, selling, offering for sale, and/or importing Accused Eyeglass Products. Hoya's infringement is described further below with respect to exemplary claim 1. The analysis below is based on publicly available information.

14. Below are photographs of an example of the Accused Eyeglass Products. Photograph 1 is a photograph of a Hoya frame and lens.

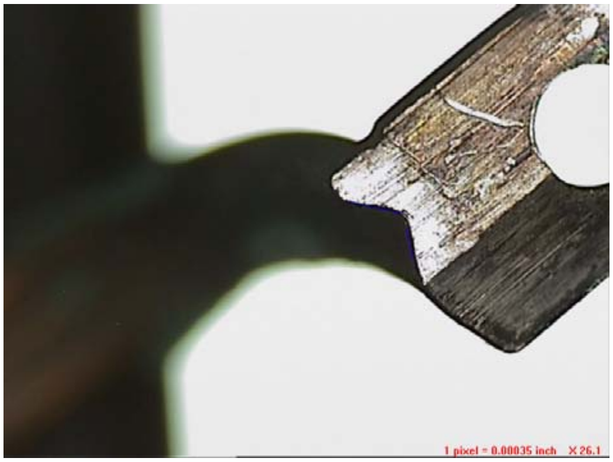
Photograph 1

Photograph 2 shows a magnified image of a cut-away sections of the eyeglass frame and plastic lens.



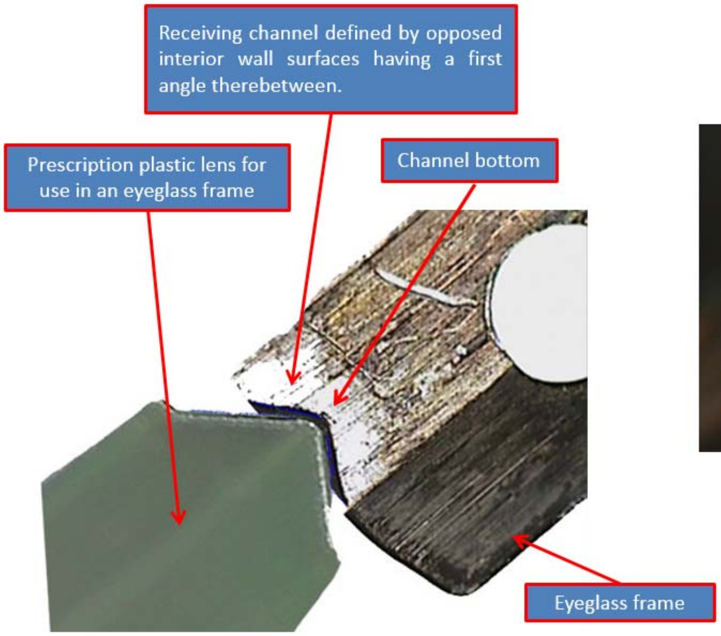
Photograph 2

Photograph 3 shows a magnified image of a cut-away section of the eyeglass frame.

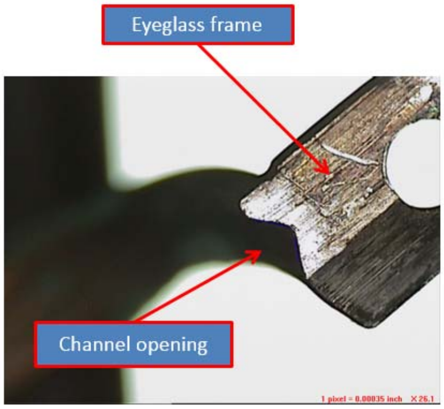

1 pixel = 0.00035 inch ×26.1

Photograph 3

15. Claim 1 is exemplary of Defendant Hoya's infringement of the '360 patent. The preamble of Claim 1 states, "A prescription plastic lens for use in an eyeglass frame, said eyeglass frame having a receiving channel defined by opposed interior wall surfaces having a first angle therebetween, the receiving channel having a channel bottom at one end and a channel opening at the other end." As shown in annotated Photographs 2 and 3 below, the Accused Eyeglass Products meet this requirement.

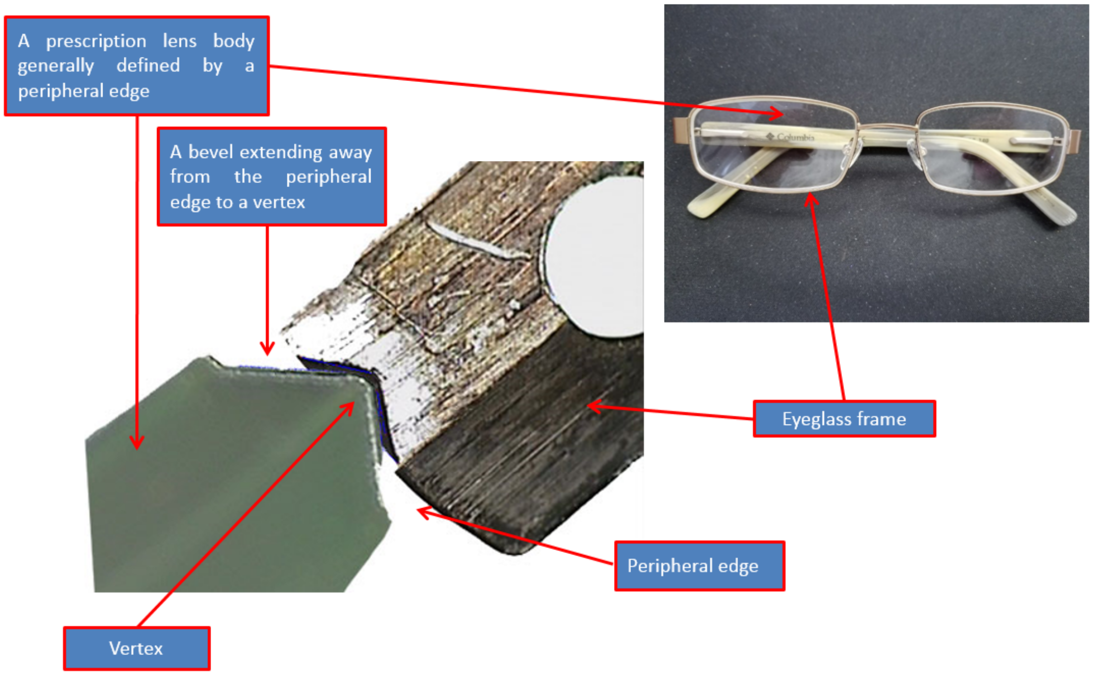


Receiving channel defined by opposed interior wall surfaces having a first angle therebetween.
Prescription plastic lens for use in an eyeglass frame
Channel bottom
Eyeglass frame

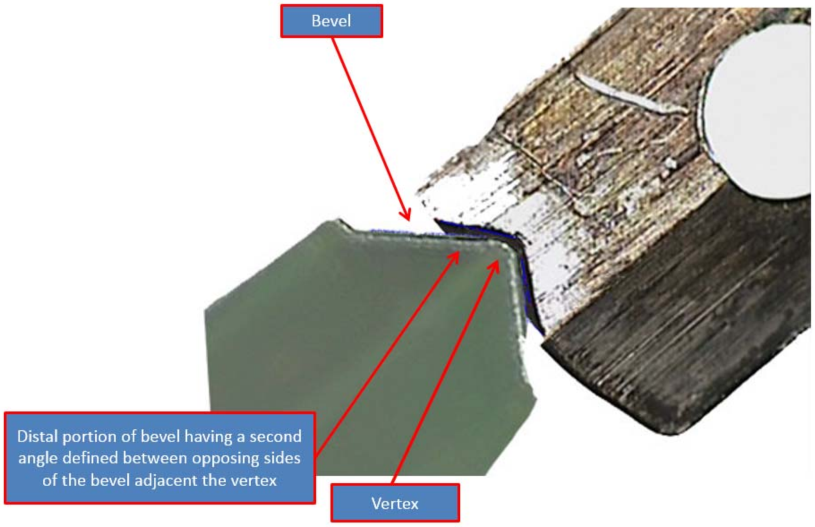


Eyeglass frame
Channel opening

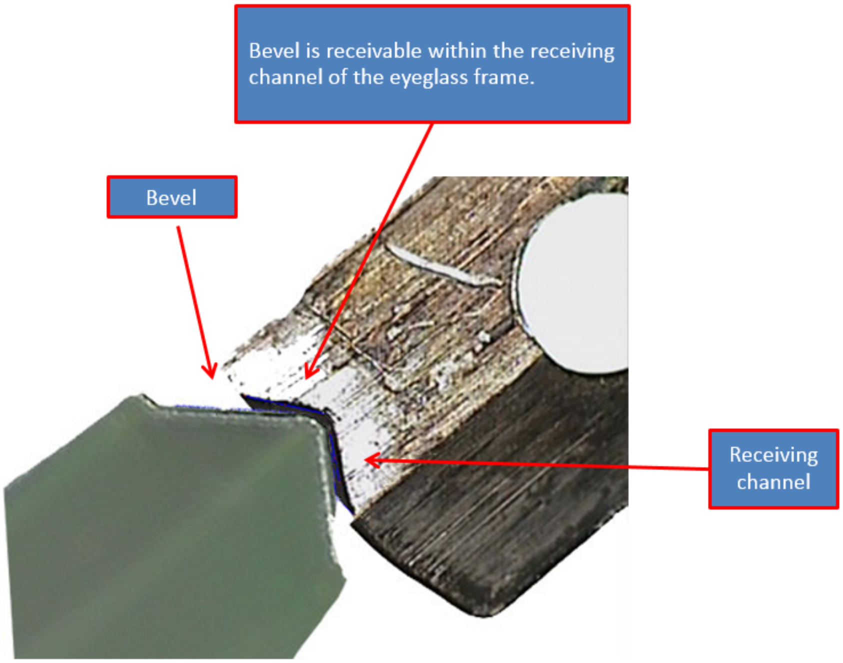
16. Claim 1 further requires, "the plastic lens comprising: a prescription lens body generally defined by a peripheral edge, the peripheral edge having a bevel extending away from the peripheral edge to a vertex." As shown in annotated Photographs 1 and 2 below, the Accused Eyeglass Products meet this requirement.


A prescription lens body generally defined by a peripheral edge
A bevel extending away from the peripheral edge to a vertex
Eyeglass frame
Peripheral edge
Vertex

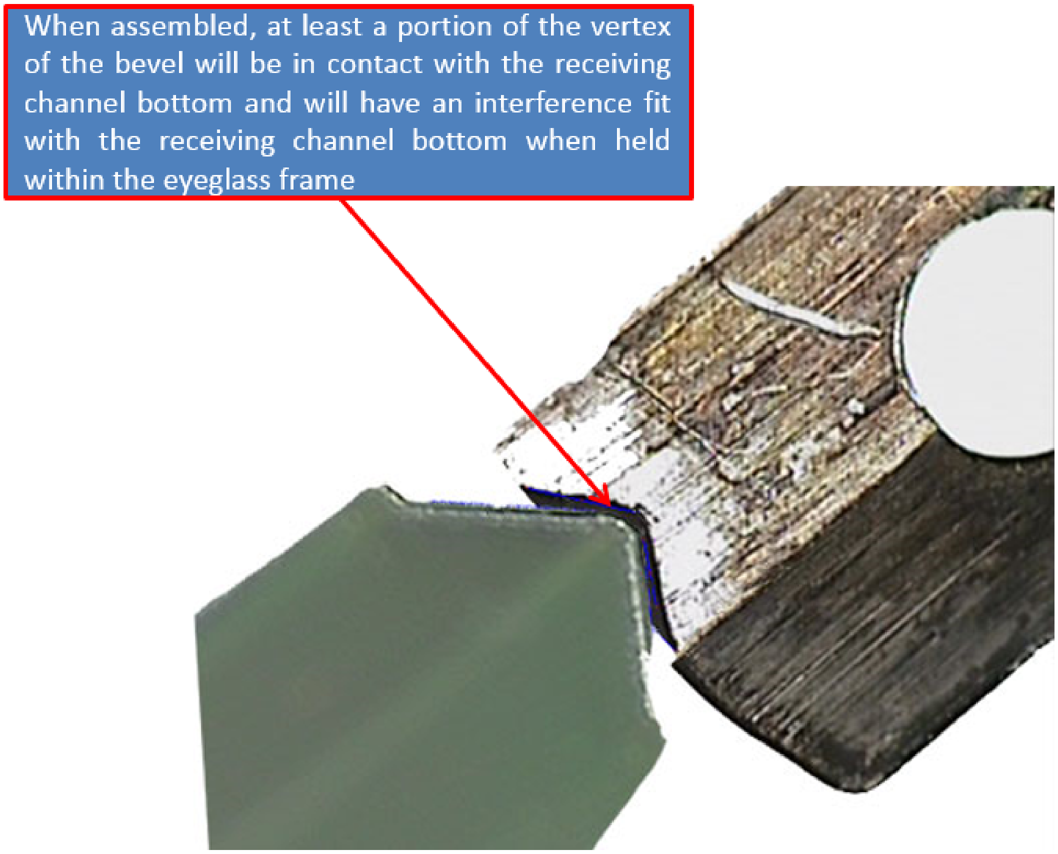
17. Claim 1 further requires that "the bevel having a distal portion having a second angle defined between opposing sides of the bevel adjacent to the vertex." On information and belief, the Accused Eyeglass Products meet this requirement as shown below in annotated Photograph 2.


Bevel
Distal portion of bevel having a second angle defined between opposing sides of the bevel adjacent the vertex
Vertex

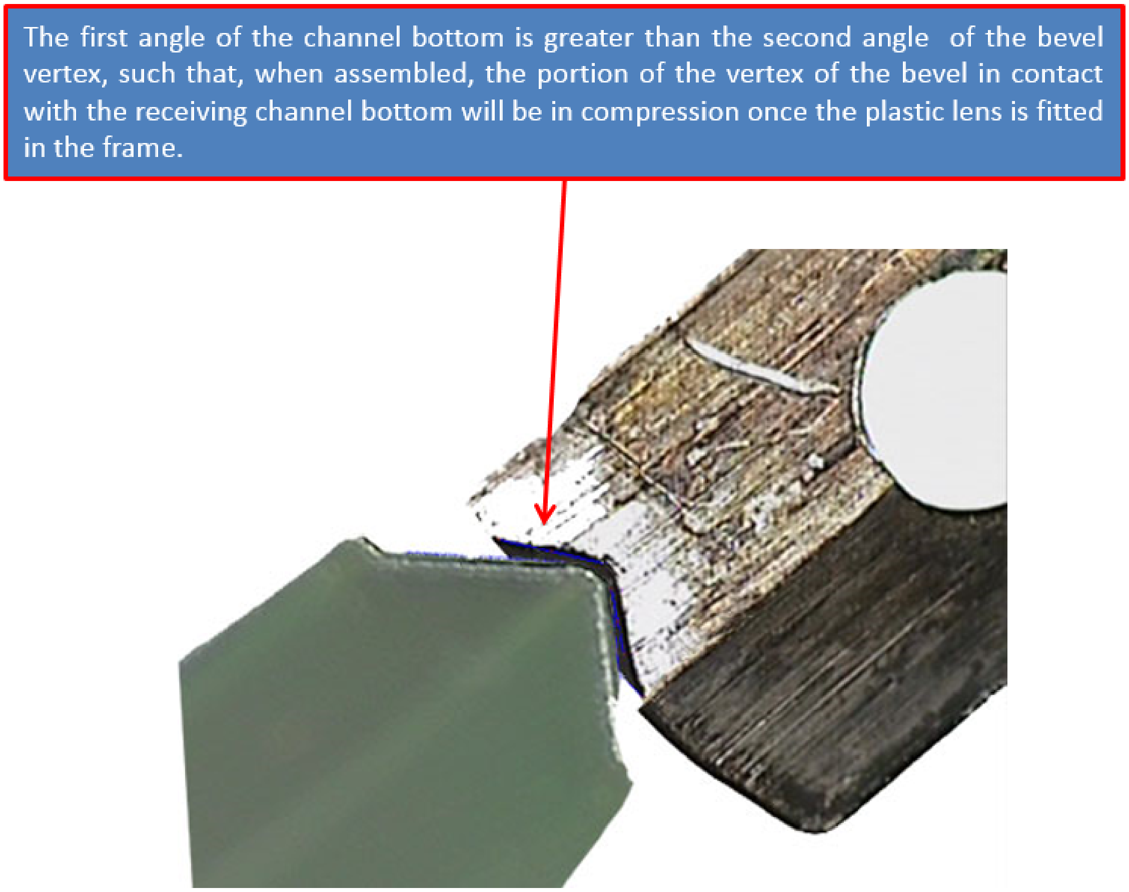
18. Claim 1 also requires that "the bevel being receivable within the receiving channel." On information and belief, the Accused Eyeglass Products meet this requirement as shown below in annotated Photograph 2.


Bevel is receivable within the receiving channel of the eyeglass frame.
Bevel
Receiving channel

19. Claim 1 further requires, "at least a portion of the vertex of the bevel being in contact with the receiving channel bottom and having an interference fit with the receiving channel bottom when held within the eyeglass frame." On information and belief, and when assembled, the Accused Eyeglass Products meet this requirement as shown below in annotated Photograph 2.


When assembled, at least a portion of the vertex of the bevel will be in contact with the receiving channel bottom and will have an interference fit with the receiving channel bottom when held within the eyeglass frame

20. Claim 1 requires that, "the first angle being greater than the second angle; wherein the portion of the vertex in contact with the receiving channel bottom is in compression once the plastic lens is fitted in the frame." On information and belief, and when assembled, the Accused Eyeglass Products meet this requirement as shown below in annotated Photograph 2.


The first angle of the channel bottom is greater than the second angle of the bevel vertex, such that, when assembled, the portion of the vertex of the bevel in contact with the receiving channel bottom will be in compression once the plastic lens is fitted in the frame.

21. Plaintiff Inland Diamond has sustained damages as a direct and proximate result of the infringement by Defendant Hoya of the '360 Patents.

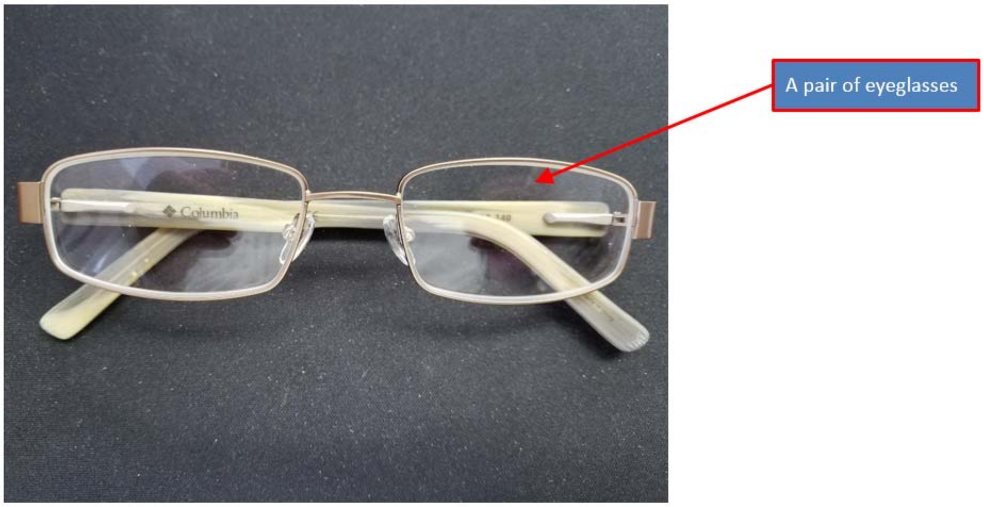
COUNT II – PATENT INFRINGEMENT OF U.S. PATENT NO. 9,405,130

22. Plaintiff Inland Diamond incorporates by reference the averments set forth in paragraphs 1 through 23.

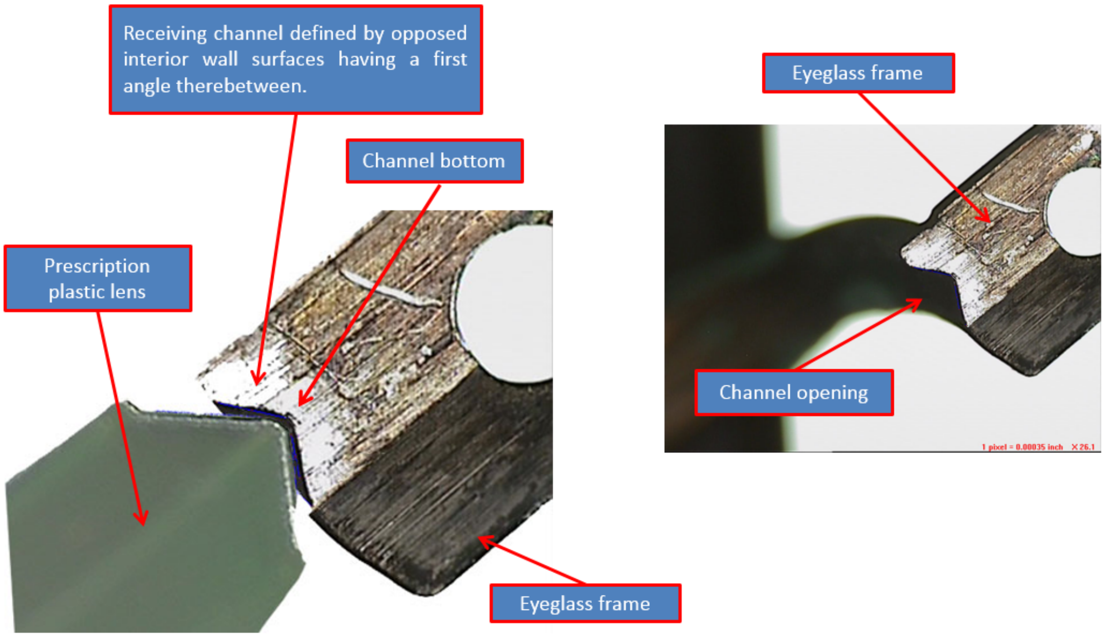
23. Defendant Hoya has directly infringed, literally and/or under the doctrine of equivalents, claims 1-3, 6, 11, and 12 of the '130 Patent in Texas and elsewhere by, upon information and belief, at least making, selling, offering for sale, and/or importing Accused

Eyeglass Products. Hoya's infringement is described further below with respect to exemplary claim 1. The analysis below is based on publicly available information.

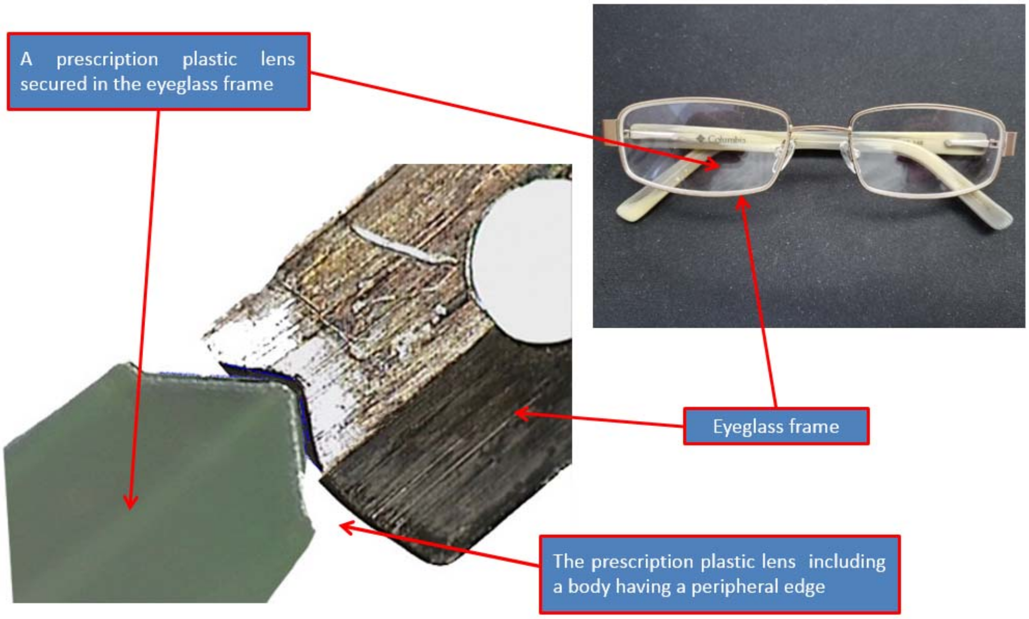
24. Claim 1 is exemplary of Hoya's infringement of the '130 patent. The preamble of Claim 1 states, "A pair of eyeglasses." On information and belief, the Accused Eyeglass Products are each a pair of eyeglasses. On information and belief, the Accused Eyeglass Products meet this requirement as shown below in annotated Photograph 1.



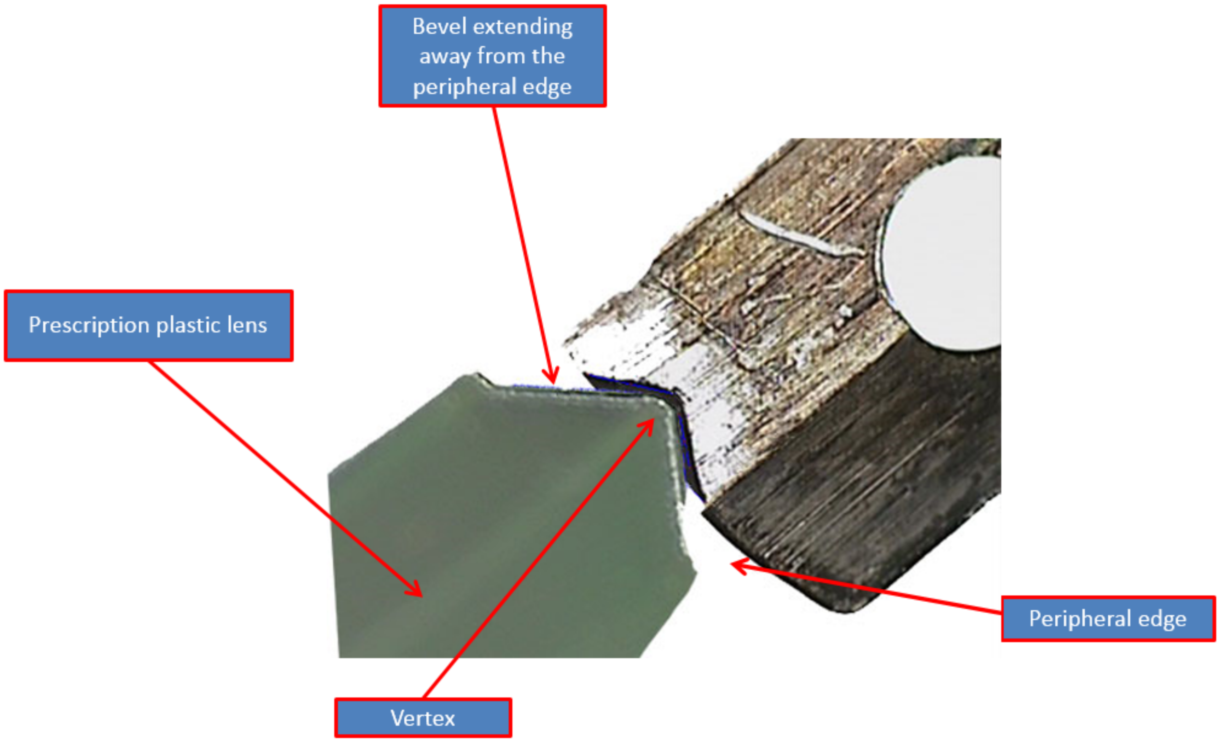
25. Claim 1 further requires, "an eyeglass frame having a receiving channel, the receiving channel defined by opposed interior wall surfaces having a first angle therebetween, the receiving channel having a channel bottom at one end and a channel opening at the other end." On information and belief, the Accused Eyeglass Products meet this requirement as shown below in annotated Photographs 2 and 3.


Receiving channel defined by opposed interior wall surfaces having a first angle therebetween.
Channel bottom
Prescription plastic lens
Eyeglass frame
Eyeglass frame
Channel opening
1 pixel = 0.00035 inch X26.1

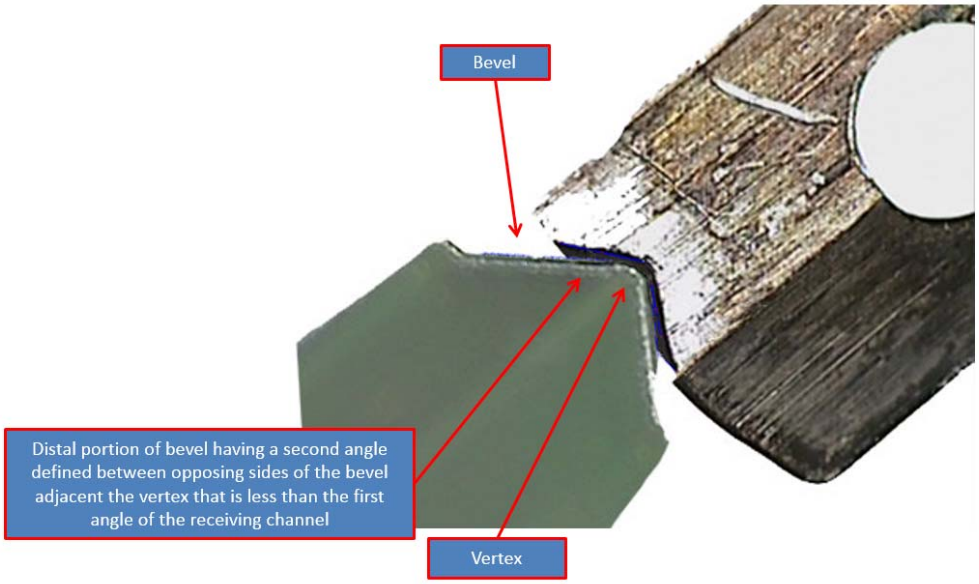
26. Claim 1 further requires, "a prescription plastic lens secured in the eyeglass frame and including a body having a peripheral edge." On information and belief, the Accused Eyeglass Products meet this requirement as shown below in annotated Photographs 1 and 2.


A prescription plastic lens secured in the eyeglass frame
Eyeglass frame
The prescription plastic lens including a body having a peripheral edge

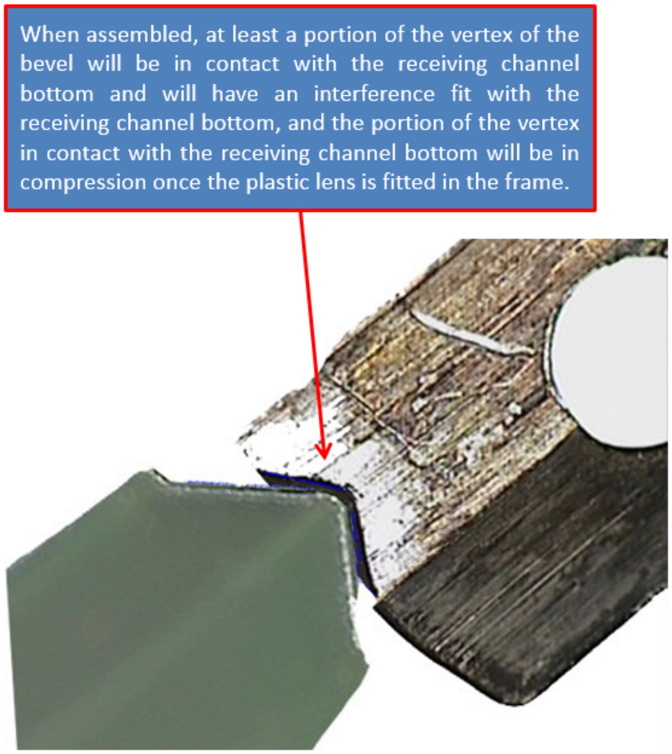
27. Claim 1 also requires, “the peripheral edge having a bevel extending away from the peripheral edge to a vertex.” On information and belief, the Accused Eyeglass Products meet this requirement as shown below in annotated Photograph 2.


Bevel extending away from the peripheral edge
Prescription plastic lens
Peripheral edge
Vertex

28. Claim 1 further requires “the bevel having a distal portion having a second angle defined between opposing sides of the bevel adjacent to the vertex and being less than the first angle of the receiving channel.” On information and belief, the Accused Eyeglass Products meet this requirement as shown below in annotated Photograph 2.


Bevel
Distal portion of bevel having a second angle defined between opposing sides of the bevel adjacent the vertex that is less than the first angle of the receiving channel
Vertex

29. Claim also requires "at least a portion of the vertex of the bevel being in contact with the receiving channel bottom, having an interference fit with the receiving channel bottom, and being in compression." On information and belief, when assembled, the Accused Eyeglass Products meet this requirement as shown below in annotated Photograph 2.


When assembled, at least a portion of the vertex of the bevel will be in contact with the receiving channel bottom and will have an interference fit with the receiving channel bottom, and the portion of the vertex in contact with the receiving channel bottom will be in compression once the plastic lens is fitted in the frame.

30. Plaintiff Inland Diamond has sustained damages as a direct and proximate result of the infringement by Defendant Hoya of the ’130 Patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Inland Diamond prays for judgment as follows:

A. Finding that Defendant Hoya has infringed the ‘360 and ‘130 Patents;

B. Awarding all damages adequate to compensate Plaintiff Inland Diamond for the harm suffered because of the infringement by Defendant Hoya of the ‘360 and ‘130 Patents, together with pre- and post-judgment interest and costs as fixed by the Court, pursuant to 35 U.S.C. §284;

C. Preliminarily and permanently enjoining Defendant Hoya, its officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice of the injunction, from further infringement of the ‘360 and ‘130 patents pursuant to 35 U.S.C. § 283;

D. If evidence is adduced through discovery or at trial that the infringement by Defendant Hoya was willful and deliberate, awarding to Plaintiff Inland Diamond enhanced damages pursuant to 35 U.S.C. § 284;

E. If circumstances warrant a declaration that this case is exceptional, awarding to Plaintiff Inland Diamond reasonable attorneys’ fees pursuant to 35 U.S.C. § 285; and

F. Granting Plaintiff Inland Diamond such other and further relief as the Court may deem just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands that the issues in this case be tried by a jury.

Respectfully submitted,

/s/ John M. Halan by permission T. John Ward, Jr.
John M. Halan
Tom A. Lewry
Mark A. Jotanovic
BROOKS KUSHMAN P.C.
1000 Town Center
Twenty-Second Floor
Southfield, MI 48075
T. (248) 358-4400/ F: (248) 358-3351
mjotanovic@brookskushman.com

T. John Ward, Jr.
Texas State Bar No. 00794818
E-mail: jw@wsfirm.com
Claire Abernathy Henry
Texas State Bar No. 24053063
E-mail: claire@wsfirm.com
WARD, SMITH & HILL, PLLC
PO Box 1231
Longview, Texas 75606
(903) 757-6400 (telephone)
(903) 757-2323 (facsimile)

ATTORNEYS FOR PLAINTIFF